



**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

700 W. Main Street • Alhambra, CA 91801

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**Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich**
Commissioners

Sean Rogan

Executive Director

December 10, 2013

The Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

ADOPTED

Community Development Commission

3-D December 10, 2013

SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVE TRANSFER OF 15614 SOUTH WASHINGTON AVENUE PROPERTY IN
UNINCORPORATED EAST RANCHO DOMINGUEZ FROM THE COMMUNITY DEVELOPMENT
COMMISSION TO THE COUNTY OF LOS ANGELES
(DISTRICT 2) (3 VOTE)**

SUBJECT

This letter recommends the transfer of a property from the Community Development Commission to the County of Los Angeles for the future creation of a neighborhood park. The property is an approximately 16,448 square-foot vacant lot located at 15614 South Washington Avenue in unincorporated East Rancho Dominguez, on the northwest corner of Linsley Street and Washington Avenue. This letter relates to an item on the Board of Supervisors agenda recommending that the County of Los Angeles accept the transfer of 15614 South Washington Avenue from the Commission.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Executive Director, or his designee, to execute a Quitclaim Deed to transfer a property located at 15614 South Washington Avenue (Property), in unincorporated East Rancho Dominguez, from the Commission to the County for the future creation of a neighborhood park.
2. Find that the transfer of the Property is categorically exempt from the California Environmental Quality Act according to Sections 15316 and 15325 and Classes 16 and 25 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987 because the action consists of a transfer of land to establish a park and to preserve the land for park purposes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to transfer the Property to the County so that the Department of Parks and Recreation (DPR) can build, maintain and operate a neighborhood park upon County's acceptance. The local community has a significant need for a passive park. The transfer of the property will enable DPR to provide the low-income community with expanded park and recreation services including walking trails, a play area, playground equipment, landscaping, irrigation and related site work. The placement of a new park at this site will serve to address a significant, community-identified open-space need, improve the visual environment of the community, and strengthen and enhance the community's image and identity.

FISCAL IMPACT/FINANCING

There is no fiscal impact to the Commission associated with this transfer.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Property was originally acquired with Community Development Block Grant (CDBG) funds for commercial/light industrial uses. The Commission will transfer the Property to the County, and DPR will subsequently oversee park improvements, including walking trails, a play area, playground equipment, landscaping, irrigation and related site work. In keeping with CDBG requirements, this activity meets the National Objective of Activities Benefiting Low-and Moderate-Income persons, under 24 CFR, Part 570, Section 570.208(a)(1)(i), which requires a service area containing at least 51% low-and moderate-income persons (see attached Site Map). Based on the identified service area, there are approximately 4,077 persons of which 67.5% are low-and moderate-income.

Upon Board approval, the Executive Director, or his designee, will present the executed Quitclaim Deed to the Chief Executive Office (CEO) for acceptance of the deed prior to recordation. Section 2.08.168 of the County Code allows the CEO to accept and consent to the recordation of any deed conveying an interest upon real property to the County. The CEO Real Estate Division will handle the acceptance of the Quitclaim Deed by the Director of Real Estate, who is authorized to accept the deed on behalf of the CEO pursuant to Section 2.08.168 of the County Code.

ENVIRONMENTAL DOCUMENTATION

The proposed transfer of the Park site is categorically exempt from the California Environmental Quality Act (CEQA) according to Sections 15316 and 15325 of the State CEQA Guidelines and Classes 16 and 25 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, because the action consists of a transfer of land to establish a park and to preserve the land for park purposes.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The transfer of the Property from the Commission to the County will allow DPR to build, maintain and operate the park indefinitely, providing services to the unincorporated East Rancho Dominguez area and surrounding communities.

The Honorable Board of Supervisors
12/10/2013
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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line extending to the right.

SEAN ROGAN
Executive Director

SR:fo

Enclosures

QUITCLAIM DEED

Recording Requested by:
Community Development Commission
of the County of Los Angeles

After Recordation, Mail to:

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

This document is exempt from Documentary Transfer Tax pursuant to Section 11922 of the Revenue and Taxation Code.

Assessor Parcel No. 6181-026-900

QUITCLAIM DEED

For valuable consideration, the receipt of which is hereby acknowledged,

THE COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES, a public body, corporate and politic, of the State of California (herein called "Grantor"), does hereby surrender, release and quitclaim to the COUNTY OF LOS ANGELES, a public body, corporate and politic (herein called "Grantee"), all the rights, title and interest in and to the described real property (the "Site"). The Site is located at 15614 South Washington Avenue, Compton, CA 90221 in the unincorporated Los Angeles County, and is more particularly described in the attached Attachment A, which is incorporated herein by this reference as though set forth in full.

SUBJECT TO AND GRANTEE TO ASSUME:

1. The Grantee covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Site or any part thereof, that the Grantee, its successors and assigns, shall maintain the Site pursuant to U.S. Department of Housing and Urban Development (HUD) regulations if applicable to park improvements thereon, and shall keep the Site free from any accumulation of debris or waste materials and shall maintain any landscaping in a healthy condition. The foregoing covenant shall run with the land.
2. Prior to the issuance of a Certificate of Completion for a park on the Site, the Grantee shall not sell, transfer, convey, or assign, the whole or any part of the Site without the prior approval of the Grantor. This prohibition shall not be

deemed to prevent the granting of easements, licenses, or permits to facilitate the development of the Site.

3. The Grantor shall have the right, at its option, to reenter and take possession of the Site hereby conveyed with all improvements thereon, and revert in the Grantor the estate conveyed to the Grantee, if after conveyance of title the Grantee or any successor in interest shall:
 - a. Fail to commence construction of the improvements for a park facility on or before October 1, 2015; or
 - b. Abandon or substantially suspend construction of the park facility for a period of two (2) months after written notice of such abandonment or suspension from the Grantor; or
 - c. Transfer, or suffer any involuntary transfer of the Site, or any part of the Site, subsequent to the issuance of a Certificate of Completion of construction of the park facility on the Site and said facility becomes available to the public, or
 - d. Change the use of the Site or any part of the Site from a park facility use without the expressed written authorization of the Board of Commissioners of the Grantor subsequent to the issuance of a Certificate of Completion of construction of the park facility on the Site and said facility becomes available to the public.
4. The Grantee covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site, nor shall the Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of the Site.

All deeds, leases, or contracts made relative to the Site, the improvements thereon or any party thereof, shall contain or be subject to the following or substantially similar nondiscrimination clauses:

- a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of .discrimination or segregation with reference to the selection,

location, number, use, or occupancy of the land herein conveyed. The foregoing covenants shall run with the land."

- b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the land herein leased, nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of the land herein leased."
 - c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of the land."
5. The covenants against discrimination contained in Paragraph 4 of this Quitclaim Deed shall run with the land and remain in perpetuity.
 6. In the event of any breach of any covenants contained in this Quitclaim Deed the Grantor, its successors and assigns, shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Quitclaim Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and assigns.
 7. All taxes, interest, penalties and assessments of record assessed, but not yet due, if any.
 8. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
 9. And any other encumbrance or interest in the Site, recorded or unrecorded, if any.
 10. All costs and expenses related to this transaction, including but not limited to, the cost of a title insurance policy, if any, and all documentary transfer taxes and document drafting, recording and miscellaneous charges and fees.
 11. All risk of loss or damage with respect to the Site to pass from Grantor to Grantee upon recordation of this Quitclaim Deed.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized this _____ day of _____, 2013.

By _____
SEAN ROGAN
Executive Director or Designee
Community Development Commission
of the County of Los Angeles

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By _____
Behnaz Tashakorian
Deputy County Counsel

NOTARY

State of California
County of Los Angeles

On _____, before me, _____, personally appeared, _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature

(SEAL)

State of California
County of Los Angeles

On _____, before me, _____, personally appeared, _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature

(SEAL)

ATTACHMENT A

LEGAL DESCRIPTION

Assessor Parcel Number

6181-026-900

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 18 IN BLOCK B, OF TRACT NO. 6307, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 67 PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

6181	26
SCALE 1" = 80'	

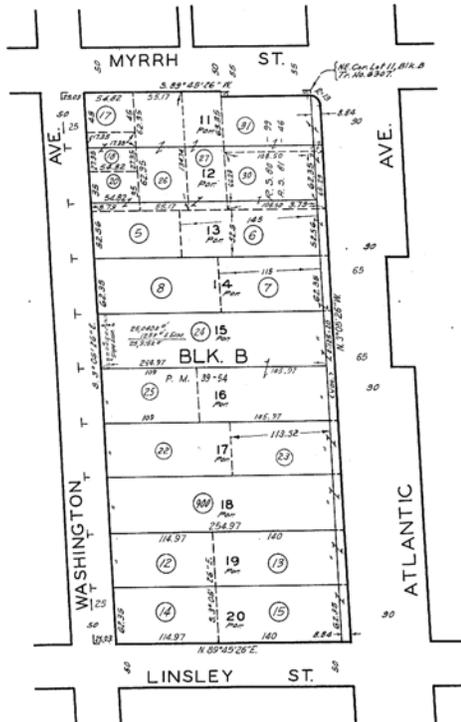
1992



TRACT NO. 6307
M. B. 67-33-34

CODE
2941

FOR PREV. ASSMT. SEE:
6181-26



11-17-64 Revised:
12-1-58
5-11-61
8-3-59
6/23/64
7/23/68
2/10/80
7/11/77
7/26/80
8/10/84-84
8/12/85-85
8/12/88 corr 01
3/1/92

All 900 series parcels on this page are assessed to Community Development Commission of the County of Los Angeles, unless otherwise noted.

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.